

APPLICATION FOR ENTRANCE FEATURE

Section 33-112 of the Code of Miami-Dade County, provides for administrative decisions on applications for Entrance Features by the Directors of the Miami-Dade County Department of Planning and Zoning and The Public Works Department, and provides for the appeal of such decisions to the Community Zoning Appeals Board, in the manner provided for appeals of administrative decisions [Section (§) 33-311 (c)].

In accordance with §33-84, an Entrance Feature shall be defined as any combination of decorative structures and landscape elements located at the entrance to a development, created with the expressed purpose of identifying or drawing attention to the development and/or exercising control of ingress and egress to the development. An Entrance Feature may include, although not necessarily be limited to, ornamental walls, fences, identifying lettering, logos, works of art, and other decorative structures, earthworks, water bodies, fountains, trees, paintings, and other landscape elements, as well as gate houses, either singly or in any combination thereof.

Applications for Entrance Features may be filed by appointment only, with the Zoning Hearing Section of the Department of Planning and Zoning. Call (305) 375-2640 for an appointment. A separate application is required for each Entrance Feature on the site.

Applications for Entrance Features should include:

- 1) A letter of intent (in triplicate)
- 2) A completed Entrance Feature application (in triplicate) (attached)
- 3) An executed maintenance agreement (in triplicate)
- 4) An executed removal agreement, if in the right-of-way (in triplicate)
- 5) An executed Opinion of Title and applicable Joinder(s) by Mortgagee
- 6) An accurately dimensioned plot use plan, identifying all structures and landscaping incorporated in the entrance feature, identifying all setbacks, spacing and elevations of the same, and identifying all existing and proposed right-of-way dedications and public and private streets (11 copies).
- 7) A check, payable to the Miami-Dade County Department of Planning and Zoning, in the amount of **\$570.00** (~~**\$615.60**~~ **including *surcharge**) (**\$1,140.00** [~~**\$1,231.20**~~ **including surcharge**]) if the application is the result of a violation). A separate application and fee is required for each Entrance Feature). First plan revisions will be processed at no charge; subsequent revisions will be charged at a rate of \$250.00 each (\$270.00 including surcharge).

***NOTE: AN 8% SURCHARGE WILL BE ADDED TO ALL FEES EXCEPT DERM AND CONCURRENCY AND WILL BE IN EFFECT FROM 10/1/03 THROUGH 9/30/06.**

On or before the next Tuesday following the filing of the entrance feature, the Zoning Hearings Section will transmit one copy of the letter of intent, the zoning application and the maintenance

agreement, and nine copies of the plot use plan to the Chairman of the County's Plat Committee. The Chairman, in turn, will distribute copies of the plot use plan to the members of the Plat Committee and will schedule the review of the application for the Plat Committee meeting ten days later. The applicant will be notified of the review and may attend.

[In its review, the Plat Committee will consider the following criteria to be of paramount concern:]

- (1) That the character and scale of the Entrance Feature is of a design such that the feature is complementary to the identified development and compatible with the immediate neighborhood insofar as its overall impact is concerned.
- (2) That the Entrance Feature is placed so as not to cause a visual obstruction and thereby create a traffic hazard.
- (3) Should the use of illumination be incorporated in the Entrance Feature, that such illumination is placed so as to be unobtrusive to moving traffic lanes, the identified development, or the immediate neighborhood.
- (4) Should a gatehouse be incorporated in the Entrance Feature, that such gatehouse does not in any way restrict the movement of traffic upon publicly dedicated streets.

Ten days after the Plat Committee review of the application, the Chairman will prepare and transmit a report and recommendation, either approving (with or without conditions of approval) or denying the application, to (1) the Director of the Public Works Department & (2) The Director of the Department of Planning and Zoning for review and signature. So signed, the report and recommendation will be transmitted to the Zoning Hearings Section, which will notify the applicant of the decision.

If the application is denied:

Pursuant to the provisions of §33-311 (c), the applicant may appeal the decision by filing a new Zoning Hearing application with the Zoning Hearings Section to be heard before the appropriate Miami-Dade County Community Zoning Appeals Board.

If the application is approved:

An official notice will be prepared and delivered to The Miami Daily Business Review for immediate publication and a courtesy notice may be sent to all abutting and adjacent property owners. Pursuant to the provisions of §33-311(c), any property owner in the area may appeal the decision to the appropriate Miami-Dade County Community Zoning Appeals Board by filing an appeal with the Zoning Hearings Section within 15 days after the decision is published in The Miami Daily Business Review. If no appeal is filed within the 15-day period, the maintenance agreement shall be recorded and the approval shall become effective and shall be so recorded on the Official Miami-Dade County Zoning Maps.

Upon approval, the applicant may proceed with the filing for appropriate building permits. After final inspections have been approved, the applicant is required to obtain a Certificate of Use for the Entrance Feature from the Zoning Permit Section of the Department of Planning and Zoning.

**ZONING APPLICATION FOR ADMINISTRATIVE APPROVAL OF
ENTRANCE FEATURE**

MIAMI-DADE COUNTY

Sec. _____ Twp. _____ Rge. _____

Fee _____

FOLIO# 30-_____

Date Received Stamp

This application with all required supplemental data, information and fee must be completed in accordance with the attached "INSTRUCTIONS FOR FILING APPLICATION FOR ENTRANCE FEATURE" and returned to the MIAMI-DADE COUNTY DEPARTMENT OF PLANNING AND ZONING, the Zoning Hearings Section.

TYPE OR PRINT LEGIBLY ALL INFORMATION ON APPLICATION:

(1) Owner of Property _____ Phone _____

Mailing Address _____ City _____ State _____ Zip _____

(2) Contact Person _____ Phone _____

Address _____ City _____ State _____ Zip _____

(3) LEGAL DESCRIPTION OF THE PROPERTY COVERED BY THE APPLICATION: _____

(4) SIZE OF PROPERTY: _____ x _____

(5) Address or location of subject property _____

(6) Present Zoning Classification(s) _____

(7) Is this Entrance Feature being requested as a result of a violation notice or summons? ____

If so, in whose name was the violation or summons notice issued? _____

Nature of the violation: _____

**DECISION OF THE JOINT DIRECTORS OF THE MIAMI-DADE COUNTY PLAT DIVISION
ON
AN APPLICATION FOR AN ENTRANCE FEATURE**

Application Number: E-_____

Applicant's Name: _____

Address of Property: _____

Legal Description: _____

DIRECTORS' DECISION

_____ Denied, Reason: _____

_____ Deferred, Reason: _____

_____ Approved

Conditions of Approval: _____

The Directors of the Miami-Dade County Plat Division:

Director, Miami-Dade County Public Works Department

Date

Director, Miami-Dade County Department of Planning and Zoning

Date

Decision Effective _____

**AGREEMENT
FOR REMOVAL OF ENTRANCE FEATURES
IN RIGHT-OF-WAY**

KNOW ALL PEOPLE BY THESE PRESENTS: That

WHEREAS

(hereinafter referred to as the Owner) concurrently with the delivery of this agreement has applied to Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as the County) for approval by the Joint Directors of the Miami-Dade County Plat Division of an Entrance Feature within the public right-of-way at the intersection of:

WHEREAS, Chapter 33 of the Code of Miami-Dade County, Florida provided that no Entrance Feature within the public right-of-way shall be approved by the Joint Directors of the Miami-Dade County Plat Division unless a good and sufficient bond be furnished to the Public Works Department for removal of said feature if deemed necessary at a later date by the Public Works Department.

NOW, THEREFORE, in consideration of the approval of said Entrance Feature by the Joint Directors of the Miami-Dade County Plat Division, the Owner does hereby unconditionally promise and agree to and with the County as follows:

1. Hold and save the County harmless from any and all damages, claims or liabilities which may arise by reason of the construction, operation, maintenance, or use of any structures or other elements incorporated in the entrance feature.

2. Within 30 days from receipt of notification by the Director of the Public Works Department, the Owner will remove the referenced Entrance Feature in its entirety and restore the site to a condition consistent with the abutting property.

3. In accordance with Chapter 33 of the Code of Miami-Dade County, Florida, the Owner tenders to the County a bond, executed by the Owner, as Principal, and by a surety company (or companies), authorized to do business in the State of Florida, and approved by the County's Insurance Manager as Surety, in the amount of \$_____, which amount is the estimated cost of removal of the Entrance Feature.

In the event the Owner shall fail or neglect to fulfill his obligations under this agreement, the County shall have the right to remove, or cause to be removed, pursuant to public advertisement and receipt and acceptance of bids, said entrance feature; and the Owner and Surety shall be jointly and severally liable to pay to and indemnify the County, upon completion of such removal, the cost to the County thereof, including but not limited to engineering, legal and contingent costs and expenses. The Owner shall be liable for the final total cost even though it may exceed the penal sum herein above stipulated. The liability of the surety shall not exceed 130% of the penal sum herein above stipulated.

This instrument prepared by:

The penal sum herein above stipulated is not a limitation upon the liability of the Owner to the County. In the event a suit is instituted by the County through the County Attorney upon this agreement or bond, it is stipulated and agreed that in addition to the actual costs and expenses of litigation, the County shall recover as its legal expense an amount equal to \$100.00 plus 10% of the amount recovered by the County.

IN WITNESS WHEREOF, The Owner has executed these presents this _____ day of _____, 20 ____.

WHEN THE OWNER IS AN INDIVIDUAL OR PARTNERSHIP

Signed, sealed and delivered in the presence of:

(Witnesses)

(Owner[s])

_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	Owners Address _____
_____	_____

WHEN THE OWNER IS A CORPORATION

ATTEST:

_____	_____

	(Correct Name of Corporation)
	BY: _____
	President
	(Affix Corporate Seal)
	Corporate Address: _____

SURETY PERFORMANCE BOND FOR
REMOVAL OF ENTRANCE FEATURES FROM RIGHT-OF-WAY

KNOW ALL PEOPLE BY THESE PRESENTS:

That we, _____, hereafter called the "Principal"), and _____, a surety company authorized to do business in the State of Florida, (hereinafter called the "Surety") are held and firmly bound unto Miami-Dade County, a political subdivision of the State of Florida, in the penal sum of _____ Dollars (\$_____) for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns to the faithful performance of a certain written agreement dated the ____ day of _____, given by the Principal (in said agreement called the "Owner") to said County, for the removal of an entrance feature in the public right-of-way at the intersection of _____; a copy of which said agreement is hereto attached and by reference made a part hereof.

NOW, THEREFORE, the conditions of the obligation are such that, if the Principal shall in all respects comply with the terms and conditions of said agreement within the times therein specified, and shall in every respect fulfill his obligation thereunder, this obligation shall be void; otherwise the same shall remain in full force and virtue. The Principal and the Surety jointly and severally agree that said County shall have the right to remove, or pursuant to public advertisement and receipt and acceptance of bids, cause to be removed said entrance feature in case the Principal should fail or refuse so to do in accordance with the terms of said agreement, and in the event that said County should exercise and give effect to such rights, the Principal and the Surety shall be jointly and severally liable hereunder to pay to and indemnify the County upon completion of such removal, the cost to the County thereof, including but not limited to engineering, legal and contingent costs and expenses. The principal shall be liable for the final total cost even though it may exceed the penal sum herein above stipulated. The liability of the surety shall not exceed 130% of the penal sum herein above stipulated.

The penal sum herein above stipulated is not a limitation upon the liability of the Principal to the County. In the event suit is instituted by the County through the County Attorney upon this agreement or bond, it is stipulated and agreed that in addition to the actual costs and expenses of litigation, the County shall recover as its legal expense an amount equal to \$100.00 plus ten percent of the amount recovered by the County.

IN WITNESS WHEREOF, the Principal and the Surety have executed those presences this _____ day of _____, _____

WHEN THE OWNER IS AN INDIVIDUAL OR PARTNERSHIP

Signed, sealed and delivered in the presence
of _____ (Witnesses)

(Owner[s])

_____(SEAL)
Individual
_____(SEAL)
Individual
_____(SEAL)
Individual

By _____(SEAL)
Name of Partnership
General Partner
By _____(SEAL)
Partner
_____(SEAL)
Partner
_____(SEAL)

WHEN THE OWNER IS A CORPORATION

SURETY:

(Correct Name of Corporation)

BY: _____
Its Attorney-in-fact

BY: _____
President

ATTEST: _____ (SEAL)

ATTEST: _____

Surety Cos. Bond No. _____
Surety Address

(Affix Corporate Seal)

(Surety Performance Bond)

ACKNOWLEDGEMENT
(Individual, Partnership or Corporation)

INDIVIDUAL

STATE OF FLORIDA

I HEREBY CERTIFY That on this _____ day of _____, _____, before me personally appeared _____ to me known to be the persons who signed the foregoing instruments and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned.

WITNESS my signature and official seal at _____ in the County of _____, and State of _____, the day and year last aforesaid.

(NOTARY PUBLIC SEAL)

Notary Public, State of Florida at Large
My Commission Expires _____

CORPORATION

STATE OF FLORIDA}

COUNTY OF MIAMI-DADE}

I HEREBY CERTIFY that on this _____ day of _____, _____ before me personally appeared _____ and _____, known by me to be President and Secretary, respectively, of _____.

A Corporation organized under the Laws of the State of _____ to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affirmed thereto the official seal of said Corporation, and that the said instrument is the act and deed of said Corporation.

WITNESS my signature and official seal at _____, in the County of _____ and State of _____, the day and year last aforesaid.

(NOTARY PUBLIC SEAL)

Notary Public, State of Florida at Large
My Commission expires _____

(for Surety Performance Bond)

ENTRANCE FEATURE
MAINTENANCE AGREEMENT

WHEREAS, the undersigned being the owner of or having some right, title or interest in or a lien upon the following described property, lying, being and situated in Miami-Dade County, Florida to wit (attach separate sheet if additional space is needed):

In order to assure the Miami-Dade County Department of Planning, Development and Regulation that the representations made to it by the owner or their representative will be abided by; that the hereinafter mentioned entrance feature will be continually and properly maintained; and as an inducement for, and in consideration of, the issuance of the required permits to erect and construct said entrance feature, and other good and valuable considerations hereby agrees as follows:

- (1) that said entrance feature shall be erected and maintained substantially in compliance with plans entitled _____, prepared by _____ and dated the _____ day of _____, _____,
- (2) that all structures shall be maintained in good condition and repair and that all landscaping shall likewise be so maintained.

As further part of this agreement, it is hereby understood and agreed that any official inspector of the Miami-Dade County Department of Planning, Development & Regulation or its agents duly authorized, may have the privilege at any time of entering and investigating the use of the premises, to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

This instrument prepared by:

The penal sum herein above stipulated is not a limitation upon the liability of the Owner to the County. In the event a suit is instituted by the County through the County Attorney upon this agreement or bond, it is stipulated and agreed that in addition to the actual costs and expenses of litigation, the County shall recover as its legal expense an amount equal to \$100.00 plus 10% of the amount recovered by the County.

IN WITNESS WHEREOF, The Owner has executed these presents this _____ day of _____, 20 _____.

WHEN THE OWNER IS AN INDIVIDUAL OR PARTNERSHIP

Signed, sealed and delivered in the presence of:

(Witnesses)

(Owner[s])

_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)
_____	_____ (SEAL)

_____ Owners Address _____

WHEN THE OWNER IS A CORPORATION

ATTEST:

(Correct Name of Corporation)

BY:

President

(Affix Corporate Seal)
Corporate Address

JOINDER BY MORTGAGEE

The instrument must, also, be signed by any mortgagees of record and shall contain the following, or similar, execution clause:

"The undersigned, _____, a Florida corporation, mortgagee under that certain mortgage from _____ dated the _____ day of _____, 19 _____, and recorded in Official Records Book _____ Page _____ of the Public Records of Miami-Dade County, Florida, in the original amount of \$ _____ covering all, or a portion of, the property described in the foregoing agreement, do hereby acknowledge that the terms of said agreement are, and shall be, binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, these presents have been executed this _____ day of _____, 19 _____."

Mortgagee executions must, also, be acknowledged before a Notary Public.

JUDGMENTS, LIENS, ETC.

Joinder is required unless released, cancelled or satisfied.

SIGNATURES: Names should be printed, typed or stamped underneath a signature.

ADDRESS: The post office address of each person who executed the instrument must be legibly printed or typed under the name.

"PREPARED BY" STATEMENT

Unless an instrument is prepared by an individual (not a corporation) owner, it must be prepared by a registered Florida attorney. The instrument must contain thereon the name and address of the individual or the attorney preparing same, as required under Florida Statutes, Chapter 67-53:

EXAMPLE

This instrument was prepared by
Nancy Rubin
Attorney-at-Law
Miami-Dade County Department of Planning, and Zoning
111 N.W. 1st Street
Miami, Florida - 33128-1974

RECORDING FEE

An original and one copy of this agreement shall be returned to this office, together with the necessary recording fee (depending on the number of pages in the instrument) of \$6.00 for the first page and \$4.50 for each additional page. Checks for recording fees should be made payable to Harvey Ruvin, Clerk.